

CITY OF FAIRFIELD

RESOLUTION NO. 2011 - 59

**RESOLUTION OF THE CITY COUNCIL APPROVING THE PLANS AND
SPECIFICATIONS AND AWARDING A CONTRACT TO GHILOTTI CONSTRUCTION
COMPANY FOR THE VIKING LANE/MARKELEY LANE BYPASS PROJECT**

WHEREAS, the bid opening for the Viking Lane/Markeley Lane Bypass Project took place on March 17, 2011; and

WHEREAS, the apparent low bidder was Ghilotti Construction Company in the amount of \$889,571.70.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The plans and specifications for the Viking Lane/Markeley Lane Bypass are hereby approved.

Section 2. The Mayor is directed to enter into a contract with Ghilotti Construction Company for the Viking Lane/Markeley Lane Bypass Project in the amount of \$889,571.70.

Section 3. The Mayor is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract if necessary.

Section 4. The City Manager is hereby authorized to implement the above-mentioned contract and escrow agreement.

PASSED AND ADOPTED this 5th day of April 2011, by the following vote:

AYES: COUNCILMEMBERS: Price/Timm/Moy/Mraz/Vaccaro

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None

Nancy T. Bud
MAYOR

ATTEST:

Ghilotti K. Contigiani
CITY CLERK
pw

CITY OF FAIRFIELD
STATE OF CALIFORNIA

PROPOSAL

VIKING LANE/MARKLEY LANE BYPASS

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within FIFTEEN (15) days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of **60 calendar days** from the date of said written notice to proceed.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be the total amount of the bid.

The bidder shall set forth for each unit basis of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the City Engineer. The undersigned further agrees to accept the aforesaid unit bid

process in comparison for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda:

1. A revised

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VIKING LANE/MARKLEY LANE BYPASS

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	Mobilization, including traffic control	LS	1	24215 -	24215 -
2	Demolition and Saw Cutting	LS	1	17000 -	17000 -
3	Clearing and Grubbing	LS	1	8800 -	8800 -
4	Earthwork – On Site Grading, Roadway Excavation and Backfill	CY	1,000	370	3700 -
5	Earthwork - Export	CY	4,000	15 -	60000 -
6	Earthwork – Non-expansive Import	CY	330	34 -	11220 -
7	Roadway – Fine Grading	SF	70,000	0.48	33600 -
8	Cold Planing	LF	100	22 -	2200 -
9	Road Stabilization Fabric	SY	5,500	1.30	7150 -
10	Pavement Reinforcement Fabric	SY	410	1.20	492 -
11	Asphalt Concrete, includes overlay	TN	1,500	70 -	105000 -
12	Aggregate Base, road base only	CY	2,690	42 -	112980
13	Concrete Sidewalk, 4" thick on 4" Class 2 AB	SF	7,250	2.85	20662.50
14	Concrete Commercial Driveway, includes Class 2 AB	SF	168	9.40	1579.20
15	Grouted Cobble	SF	500	8.65	4325 -
16	Concrete Curb and Gutter, includes Class 2 AB	LF	2,710	13.35	36178.50
17	10" Concrete Median Curb	LF	370	20 -	7400 -
18	Mow Curb/Band	LF	215	9.10	1956.50
19	Concrete Curb Ramp, 4" thick on 4" Class 2 AB, truncated domes	EA	4	1435 -	5740 -
20	12" Storm Drain, includes excavation, bedding, pipe, backfill and recompaction	LF	44	45 -	1980 -

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
21	15" Storm Drain, includes excavation, bedding, pipe, backfill and recompaction	LF	790	50-	39500-
22	18" Storm Drain, includes excavation, bedding, pipe, backfill and recompaction	LF	673	55-	31015-
23	24" Storm Drain, includes excavation, bedding, pipe, backfill and recompaction	LF	50	60-	3000-
24	24" Storm Drain (Paved Area) - includes saw cutting, excavation, bedding, pipe, backfill and recompaction and repavement	LF	265	96-	25440-
25	Connection of Storm Drain to existing Structure	EA	1	1000-	1000-
26	Storm Drain Curb Inlet	EA	6	1900-	11400-
27	Storm Drain Field Inlet	EA	2	1385-	2770-
28	Storm Drain Junction Box	EA	2	3620-	7240-
29	12" Water Line, includes excavation, bedding, pipe, backfill and recompaction	LF	1,345	52-	69940-
30	Connection of Water Line to existing Water Main	EA	1	5300-	5300-
31	12" Gate Valve	EA	8	1000-	8000-
32	Water Blow Off Valve	EA	1	1395-	1395-
33	Fire Hydrant Assembly, includes 6" water connection to main	EA	3	5315-	15945-
34	Fencing – Gates, 14' Swing	EA	4	1250-	5000-
35	Fencing – 6' Chain Link	LF	1,290	15.30	19737-
36	Roadside Signs	EA	9	285-	2565-
37	Delineators	EA	28	150-	4200-
38	Stripe – 12" Solid White	LF	750	4.60	3450-

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
39	Stripe – Detail 22	LF	1,320	1.75	2310-
40	Pavement Markings – Arrows, Words	EA	4	175-	700-
41	Street Lighting, includes conduit, wire and all pull boxes	EA	9	5475-	49275-
42	Decomposed Granite	CY	80	184-	14720-
43	24-Inch Tree Box	EA	52	300-	15600-
44	5 Gallon Plant	EA	242	26-	1292-
45	15 Gallon Plant	EA	96	94-	9024-
46	Irrigation System, includes irrigation lines and control wiring	LS	1	43150-	43150-
47	Street Monuments	EA	5	275-	1375-
48	Record of Survey	LS	1	1500-	1500-
49	Conduit (1" up to 4" diameter), includes excavation, bedding, pipe, backfill, & recompaction	LF	250	410- 33 TS	11500-
50	2" Gas Line, includes excavation, bedding, pipe, backfill, & recompaction	LF	100	34-	3400-
51	Electrical Box, traffic rated #3 box and cover	EA	1	1650-	1650-
Total Bid:				\$ 889511.70	

VIKING LANE/MARKLEY LANE BYPASS

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 5 of the General Provisions for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof. **The bidder shall note that he/she shall perform with his/her own organization at least 50% of the work with the remainder of the work performed by sub-contractors.**

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project and that portion of the work to be performed by the subcontractor is as follows:

<u>Subcontractor's Name and Address</u>	<u>Subcontr. License Number</u>	<u>Portion of Work or Item(s) of work to be performed</u>	<u>Percent of Total Contract</u>
1. Valley Crest Landscape 20 Business Parkway Sacramento, CA	133947	Landscape / Irrigation	9%
2. Central Fence Co. 148 Otto Circle Sacramento, CA	281554	Fencing	3.1.
3. Chrisp Company 1805 E. Becmer Rd. Woodland, CA	374600	Striping + Signs	2.1.
4. Rand R Maher 1324 Lemon St. Vallejo, CA	508930	Concrete Flatwork	8%
5. [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] 7%
6. Pacific Excavation Inc. 97916 Kent St. Elk Grove CA	894400	Lighting / Joint Trench	7%

Note: Attach additional sheets if required

VIKING LANE/MARKLEY LANE BYPASS

DESIGNATION OF SUBCONTRACTORS

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<u>Subcontractor's Name and Address</u>	<u>Subcontr. License Number</u>	<u>Portion of Work or Item(s) of work to be performed</u>	<u>Percent of Total Contract</u>
1.			
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Note: Attach additional sheets if required

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID

Thomas Smith, being first duly sworn, deposes and says that he or she is Estimating Manager of GHILOTTI CONSTRUCTION COMPANY

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

3/17/11
(Date)



(Signature)

Thomas Smith

Estimating Manager

NOTE: THIS FORM MUST BE NOTARIZED.

See attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

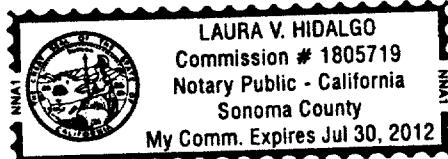
State of California

County of Sonoma

On March 17, 2011 before me, Laura V. Hidalgo, Notary Public,
Date
personally appeared Thomas Smith

Here Insert Name and Title of the Officer

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Individual

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

RIGHT THUMPRINT
OF SIGNER
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Signer's Name: _____

Corporate Officer — Title(s): _____

Individual

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

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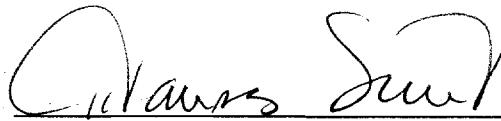
Signer Is Representing: _____

Signer Is Representing: _____

Ghilotti Construction Company, Inc.
Name of Firm

2416 Ghilotti Ave. Santa Rosa CA 95407
Business Address

(707) 585-1221
Phone Number


Thomas Smith
Signature of Responsible Official

Estimating Manager

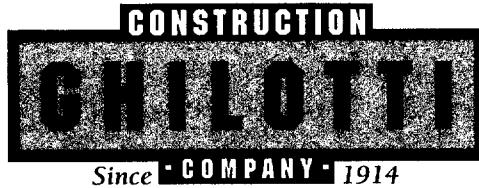
Contractor's License:

- a. Class: A, C8, C12, C21, C42, HAZ
- b. Number: 644515
- c. Expiration Date: 5-31-12

FEI Number: 108-0273222

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

Ghilotti Construction Company, Inc.
Richard W. Ghilotti - President, Treasurer
Stacy L. Magill - Secretary



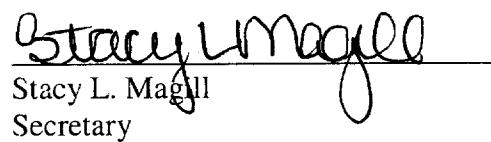
Corporate Resolution to Execute Proposals

Resolved that this Corporation, Ghilotti Construction Company, hereby approves and appoints Richard W. Ghilotti, President of Ghilotti Construction Company, Brian Ongaro, Vice President of Ghilotti Construction Company, Ali Yazdi, VP, General Manager of Ghilotti Construction Company, Stacy L. Magill, Secretary of Ghilotti Construction Company, and Tom Smith, Estimating Manager of Ghilotti Construction Company for the purpose of executing in the name of this corporation, any and all bid documents and Bidder's Bonds.

Resolved further, that any and all actions taken by Richard W. Ghilotti, Brian Ongaro, Ali Yazdi, Stacy L. Magill and Tom Smith in executing said bid documents and Bidder's Bonds be, and they hereby are, ratified and approved, and all such Proposals and bonds and documents are hereby adopted as binding obligations of this corporation.

I, Stacy L. Magill, Secretary of Ghilotti Construction Company, a corporation incorporated under the laws of the State of California, do hereby certify that the foregoing is a full, true and correct copy of resolutions of the Board of Directors of the said corporation, duly and regularly passed and adopted at a special meeting of the Board of Directors of the said corporation which was duly and regularly called and held in all respects as required by law, and by the bylaws of the said corporation, at the office thereof on the 2nd day of November, 2004, at which special meeting a majority of the board of Directors of the said corporations was present and voted in favor of said resolutions.

IN WITNESS WHEREOF, I have hereto set my hand as such Secretary and affixed the corporate seal of the said corporation, this 27th day of January, 2011.



Stacy L. Magill
Secretary

— Engineering Contractor —

CITY OF FAIRFIELD
STATE OF CALIFORNIA

VIKING LANE/MARKLEY LANE BYPASS

GHILOTTI
MAR 14 2011
CONSTRUCTION
COMPANY

Addendum No. 1

March 10, 2011

This constitutes Addendum No. 1 to the Contract Documents for the VIKING LANE/MARKLEY LANE BYPASS PROJECT. The Bidder shall acknowledge receipt of this Addendum on Page P-2 of the Bidder's Proposal (Blue Section) and attach this signed Addendum to the Bidder's Proposal when submitted.

PROJECT SPECIFICATIONS

Proposal (Blue Section)

- A) Replace Page P-5 with the attached Page P-5A.
(Add Bid item Nos. 47-51).
- B) Replace Page P-6 with the attached Page P-6A.
(Revise page heading).

Agreement (White Section)

- A) Replace Page A-5 with the attached Page A-5A.
(Add Bid Item Nos. 47-51).

Special Provisions (Goldenrod Section)

- A) Add the following Section into the special provisions:
 - 41. STREET MONUMENTS
 - 41.1 MATERIALS AND EXECUTION

The material and execution for the construction of Street Monuments shall be per City Standard Detail 18. Contractor shall be responsible for construction of new monuments including being surveyed and punched by a State of California Licensed Land Surveyor. Setting of monuments

CITY OF FAIRFIELD
STATE OF CALIFORNIA

VIKING LANE/MARKLEY LANE BYPASS

Addendum No. 1 (con't)

March 10, 2011

will require a new Record of Survey and must be completed by a State of California Licensed Land Surveyor. It shall be the full responsibility of the Contractor for processing and recording of the Record of Survey, including the Solano County checking and recordation fees.

41.2 MEASUREMENT AND PAYMENT

Contract unit price paid per each bid item for STREET MONUMENTS and Contract lump sum price paid for RECORD OF SURVEY shall include full compensation for furnishing all labor, materials, tools, checking and recordation fees, and for doing all the work involved in new construction, and no additional compensation will be allowed therefore.

B) Add the following Section into the special provisions:

42. DRY UTILITIES AND NATURAL GAS

42.1 MATERIALS AND EXECUTION

The material and execution for the construction of the dry utilities (electric, telephone and cable TV, and natural gas facilities shall be in accordance with utility owner, specifically PG&E for electrical and gas, AT&T for telecommunications, and Comcast for cable TV.

Existing underground facilities are in conflict with the proposed water and storm drain underground utilities. Final limits of required relocations to be completed by the contractor are undetermined at this time. Approximate locations of the conflicts are noted on the drawings and approximate quantities of relocations are as noted in the bid schedule. Contractor shall be responsible for all underground trenching and new conduit. Conductors and connections shall be completed by the utility owner. Contractor is responsible for coordinating with utility owner during construction.

CITY OF FAIRFIELD
STATE OF CALIFORNIA

VIKING LANE/MARKLEY LANE BYPASS

Addendum No. 1 (con't)

March 10, 2011

42.2 MEASUREMENT AND PAYMENT

The Contract unit price per linear foot for bid item CONDUIT and 2" GAS LINE, AND the Contract unit price paid per each bid item for ELECTRICAL Box shall include full compensation for furnishing all labor, materials, tools, new piping, fittings, valves, equipment and incidentals, and for doing all the work involved in new construction, relocating or replacing old distribution and services with new distribution and service piping and ducts, or tie-in work to existing lines, and no additional compensation will be allowed therefore.

Standard Plans (Yellow section)

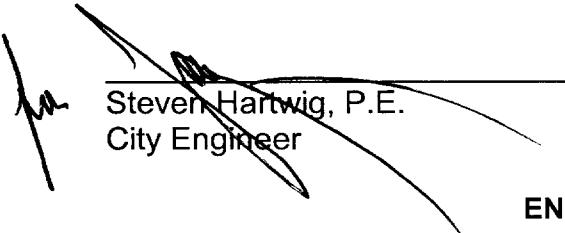
A) Add City Standard Detail 18, Survey Monument.

Project Plans

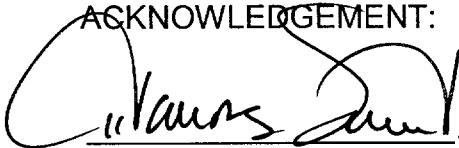
A) Attached are drawings CSK1 through CSK10 (ten sheets) outlining modifications or additions to the scope of work. These include the following items of work:

- Removal of existing stumps and abandoned power poles.
- Install street monuments.
- Additional information about location, quantity and depth of existing dry utilities and required relocations and/or modifications.
- Detail for proposed 8' high fence and gates.

APPROVED:

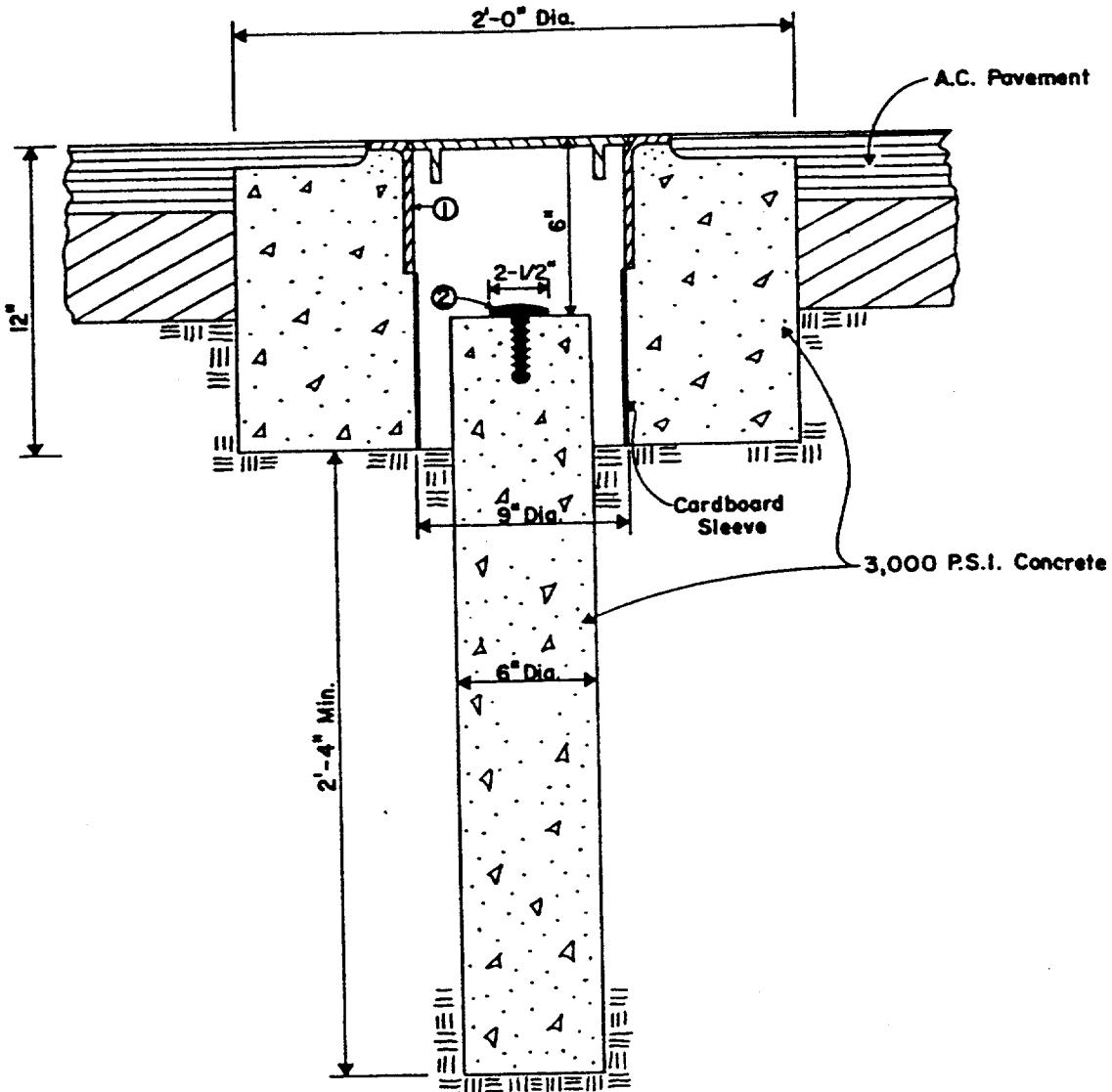

Steven Hartwig, P.E.
City Engineer

ACKNOWLEDGEMENT:


Thomas Smith
Estimating Manager
Ghilotti Construction Company, Inc.

END OF ADDENDUM #1

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
39	Stripe – Detail 22	LF	1,320		
40	Pavement Markings – Arrows, Words	EA	4		
41	Street Lighting, includes conduit, wire and all pull boxes	EA	9		
42	Decomposed Granite	CY	80		
43	24-Inch Tree Box	EA	52		
44	5 Gallon Plant	EA	242		
45	15 Gallon Plant	EA	96		
46	Irrigation System, includes irrigation lines and control wiring	LS	1		
47	Street Monuments	EA	5		
48	Record of Survey	LS	1		
49	Conduit (1" up to 4" diameter), includes excavation, bedding, pipe, backfill, & recompaction	LF	250		
50	2" Gas Line, includes excavation, bedding, pipe, backfill, & recompaction	LF	100		
51	Electrical Box, traffic rated #3 box and cover	EA	1		
Total Bid:					

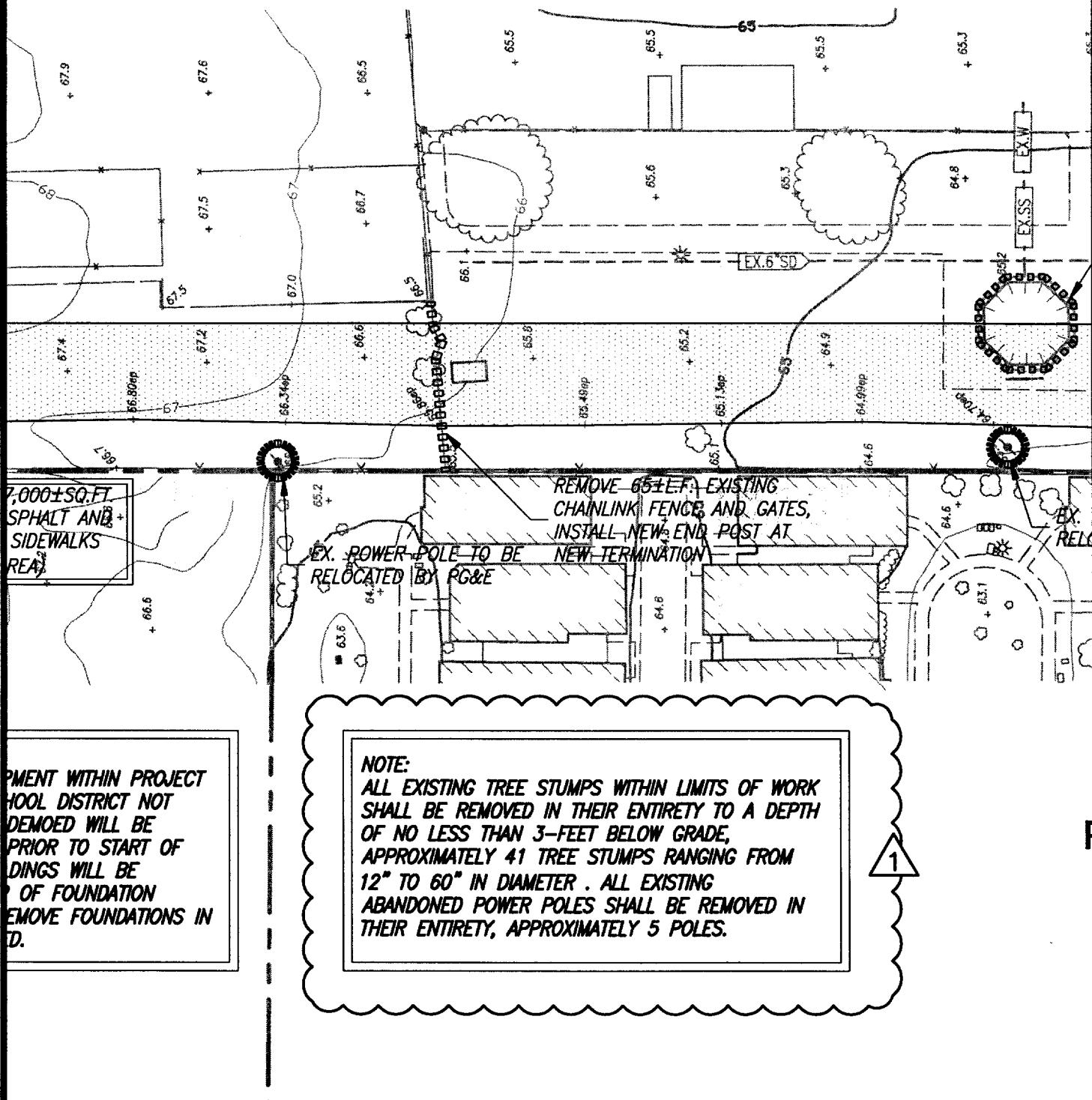


MONUMENT CROSS SECTION

NOTES

1. MONUMENT FRAME & COVER SHALL BE CHRISTY CONCRETE G-5
VALVE BOX, TRAFFIC RATED, (10³ I.D.) OR APPROVED EQUAL.
2. SURVEY MARKER SHALL BE LIETZ 8134-16
OR SERVCO 2135.
3. THE R.E. OR L.S. NUMBER MUST APPEAR
ON MONUMENT MARKER.
4. MARK REFERENCE POINT WITH A "+".
5. BOX LID SHALL BE LABELLED "MONUMENT".

CITY OF FAIRFIELD DEPARTMENT OF PUBLIC WORKS		
SURVEY MONUMENT		
APPROVED BY	<i>Charles J. Bach</i>	
CITY ENGINEER		R.C.E. 22878
DATE JULY 1995	REV.	18.
REV.	REV.	



Creegan+D'Angelo INFRASTRUCTURE ENGINEERS

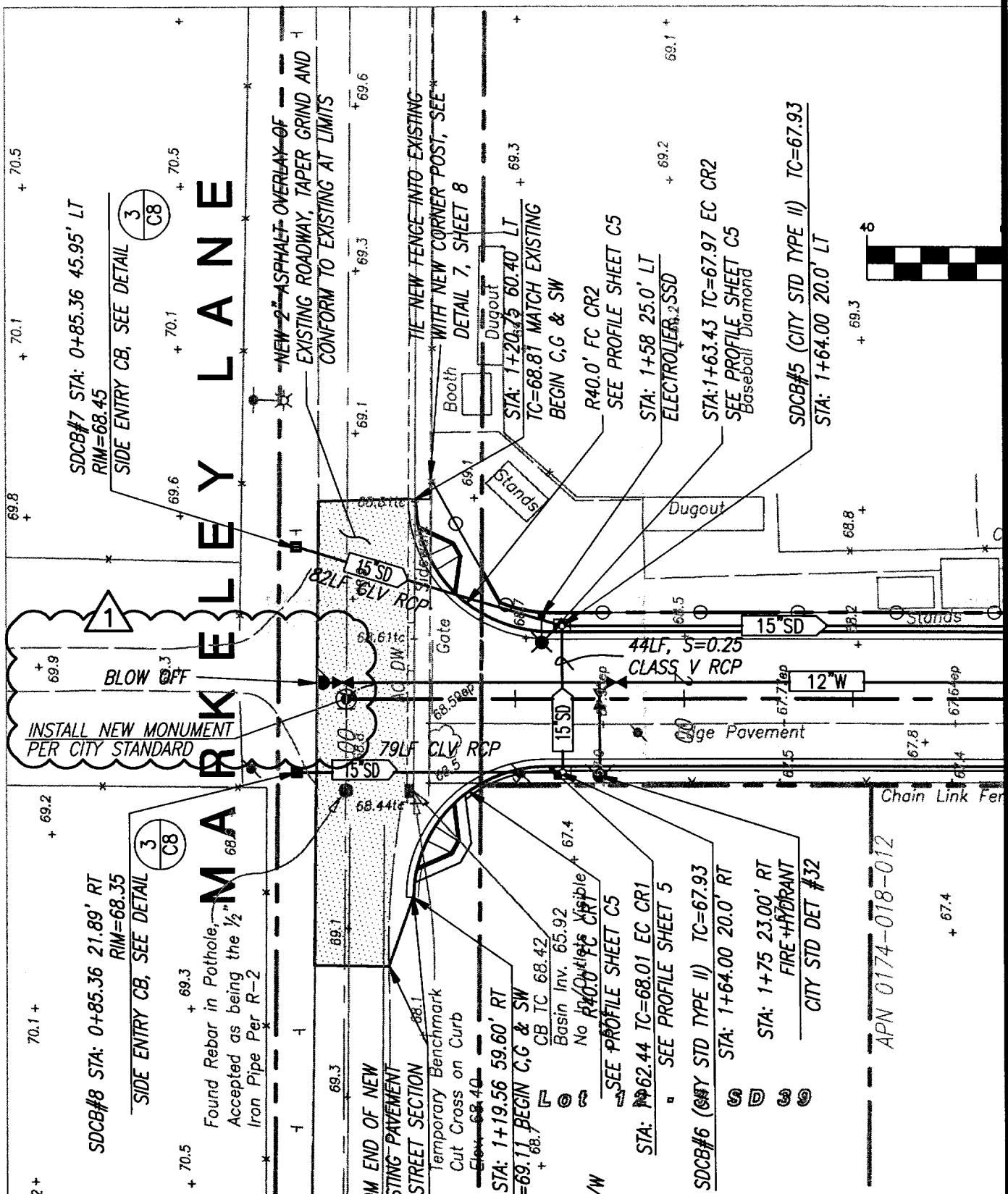
**2420 Martin Road, Suite 380
Fairfield, CA 94534
Tel (707) 429-5300
Fax (707) 429-2086**

www.cdengineers.com

ADDENDUM #1
SHEET C2
CSK#1

C+D JOB# 610019

SCALE: 1"=50'
SHEET 1 OF 10



Creegan+D'Angelo

INFRASTRUCTURE
ENGINEERS

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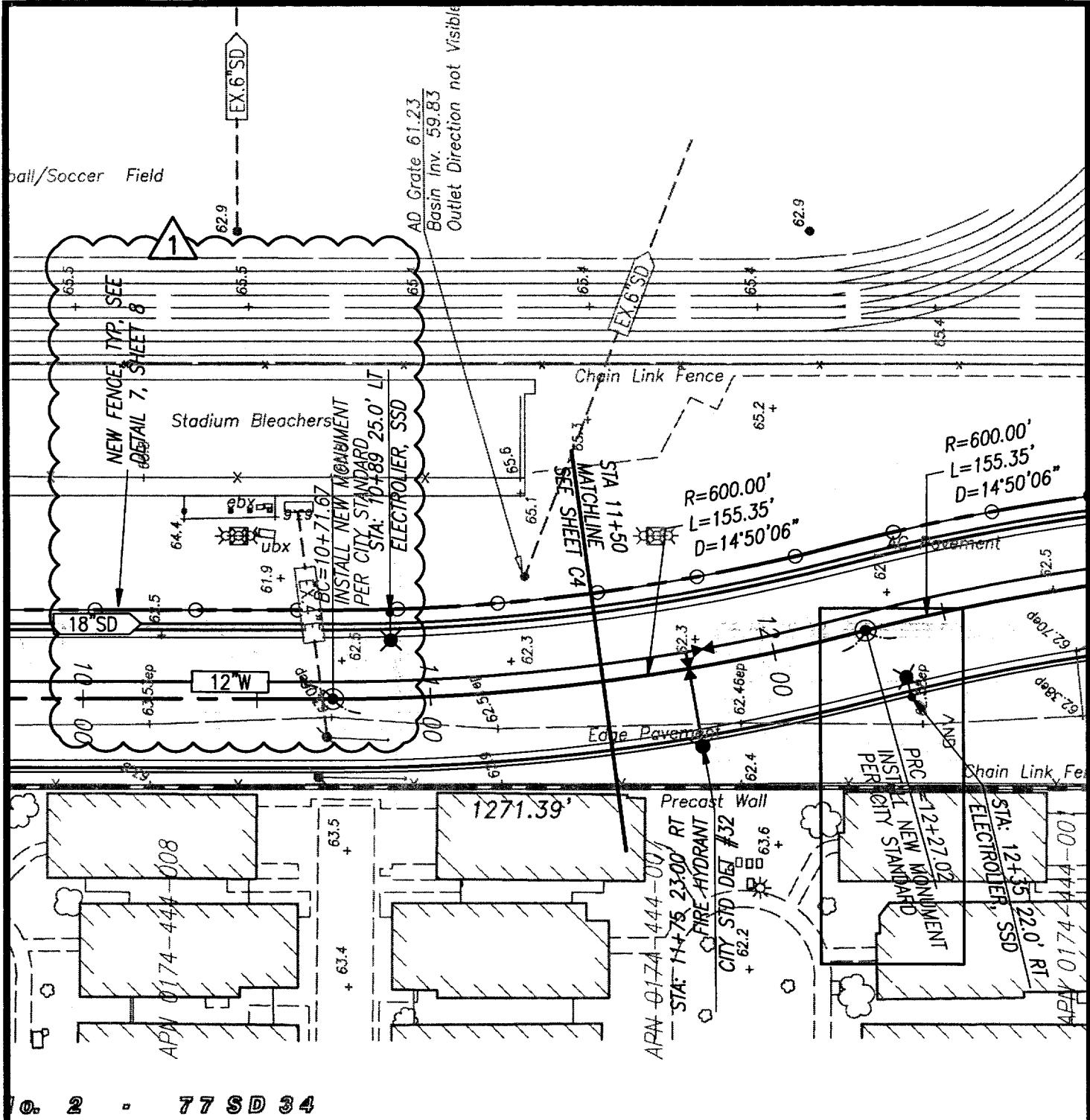
ADDENDUM #1

SHEET C3

CSK#2

C+D JOB# 610019

SCALE: 1"=40'
SHEET 2 OF 10



Creegan+D'Angelo

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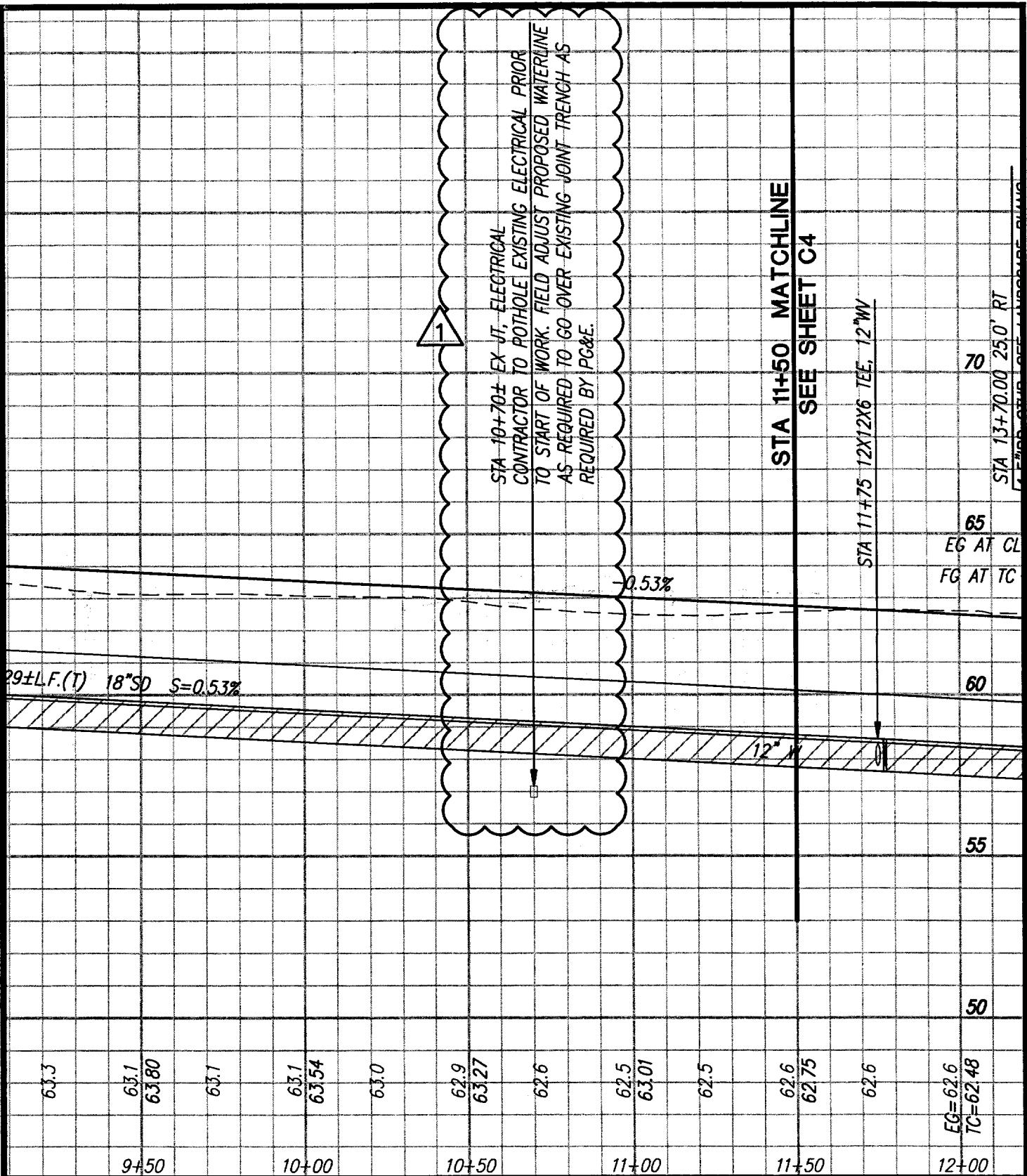
ADDENDUM #1

SHEET C3

CSK#3

C+D JOB# 610019

SCALE: 1"=40'
SHEET 3 OF 10



Creegan + D'Angelo

INFRASTRUCTURE
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ADDENDUM #1

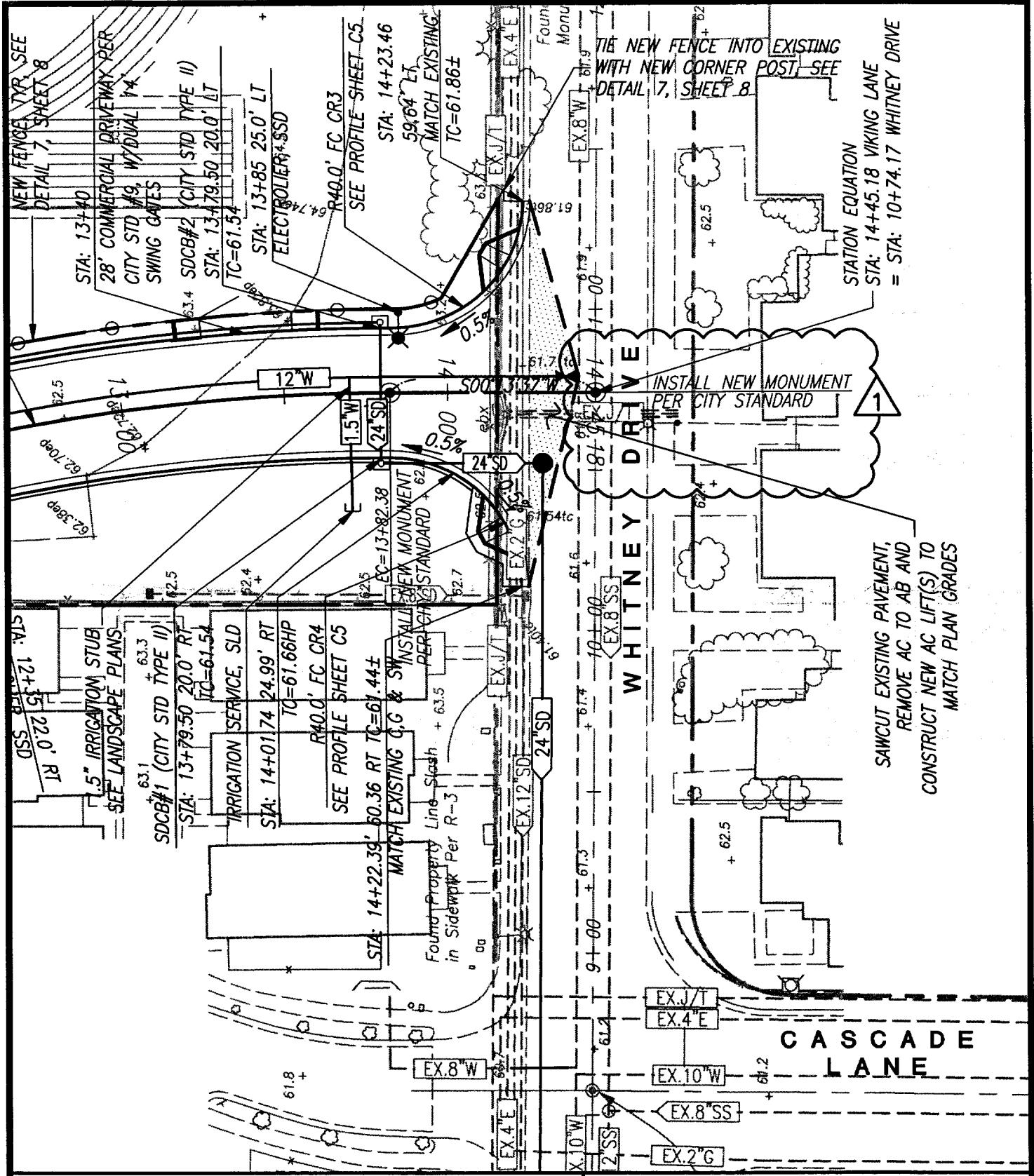
SHEET C3

CSK#4

C+D JOB# 610019

SCALE: 1"=40'
SHEET 4 OF 10

EG=62.6
TC=62.48



Creegan+D'Angelo

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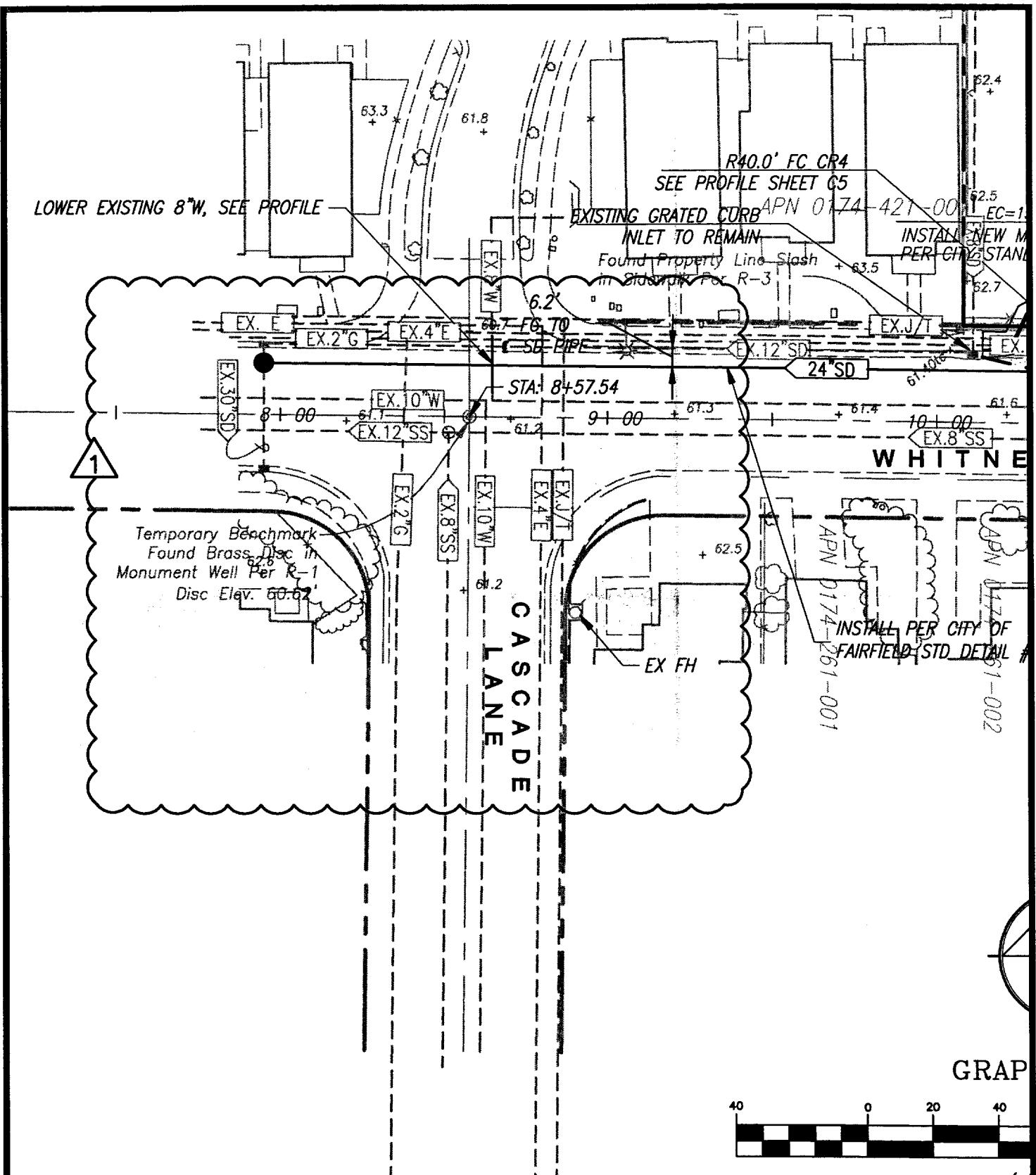
ADDENDUM #1

SHEET C4

CSK-5

C+D JOB# 610019

SCALE: 1"=40'
SHEET 5 OF 10



Creegan+D'Angelo

**INFRASTRUCTURE
ENGINEERS**

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Fairfield, CA 94534

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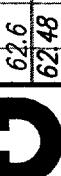
www.cdengineers.com

ADDENDUM #1
SHEET C4
CSK#6

C+D JOB# 610019

SCALE: 1"=40'
SHEET 6 OF 10

STA 11+75 12X12x6 TEE, 12" W



Creegan + D'Angelo

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ENGINEERS

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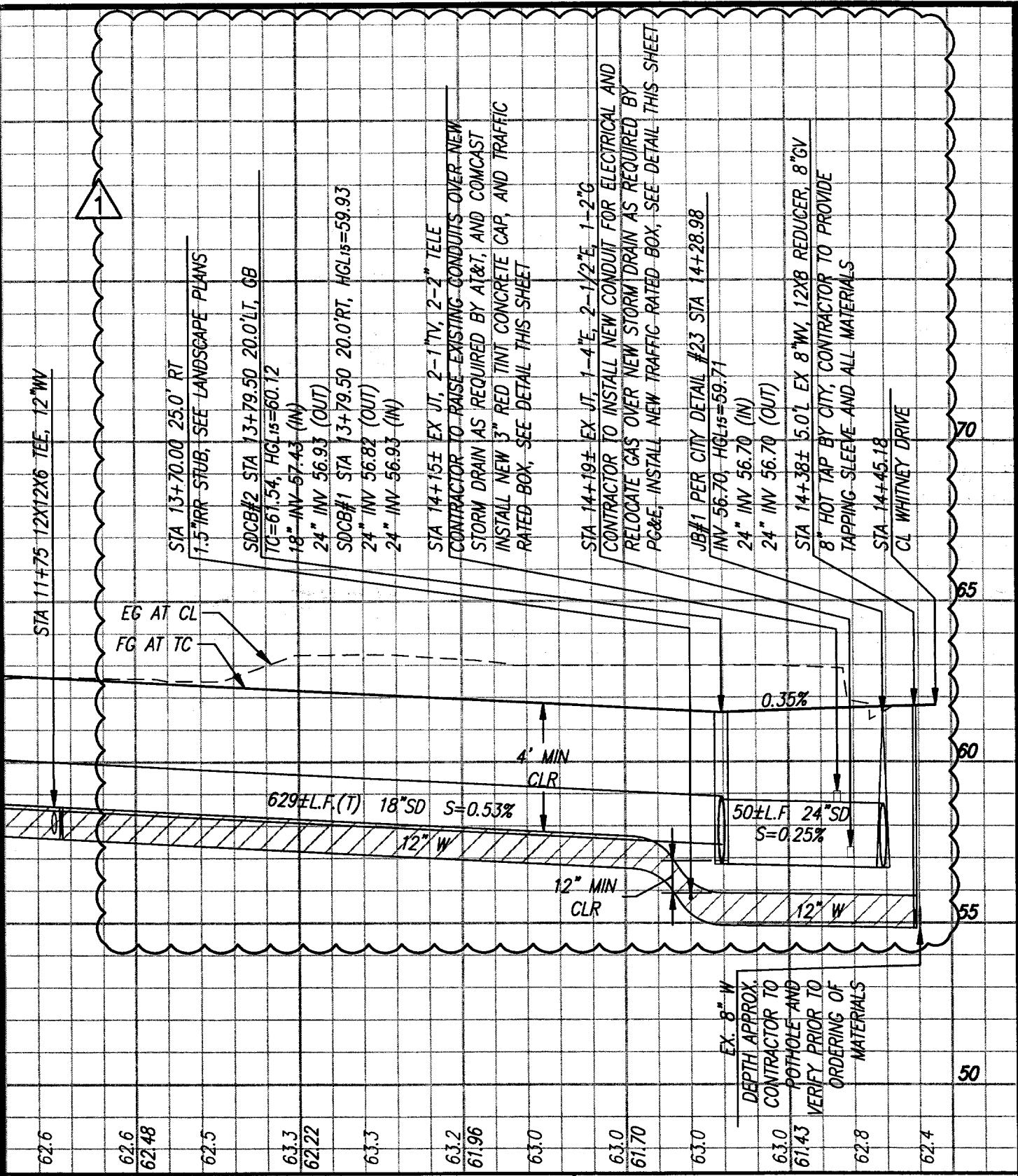
www.cdengineers.com

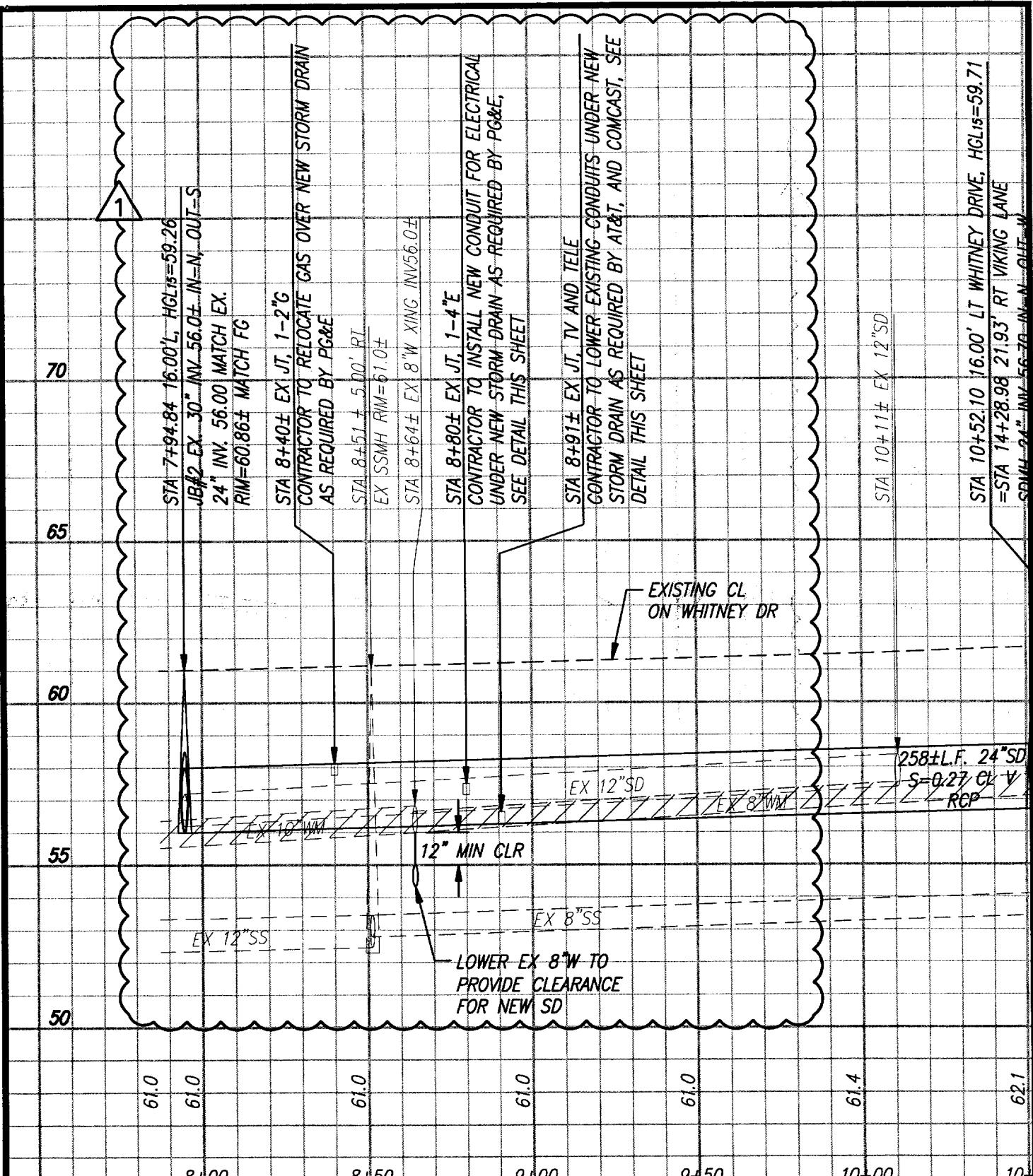
C+D JOB# 610019

ADDENDUM #1

SHEET C4
CSK#7

SCALE: 1"=40'
SHEET 7 OF 10





Creegan + D'Angelo

INFRASTRUCTURE
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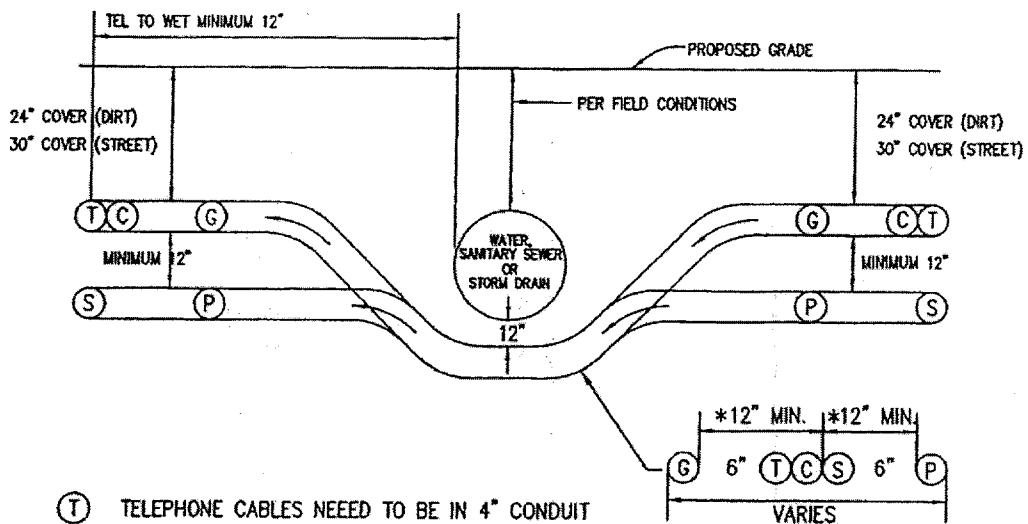
ADDENDUM #1

SHEET C4

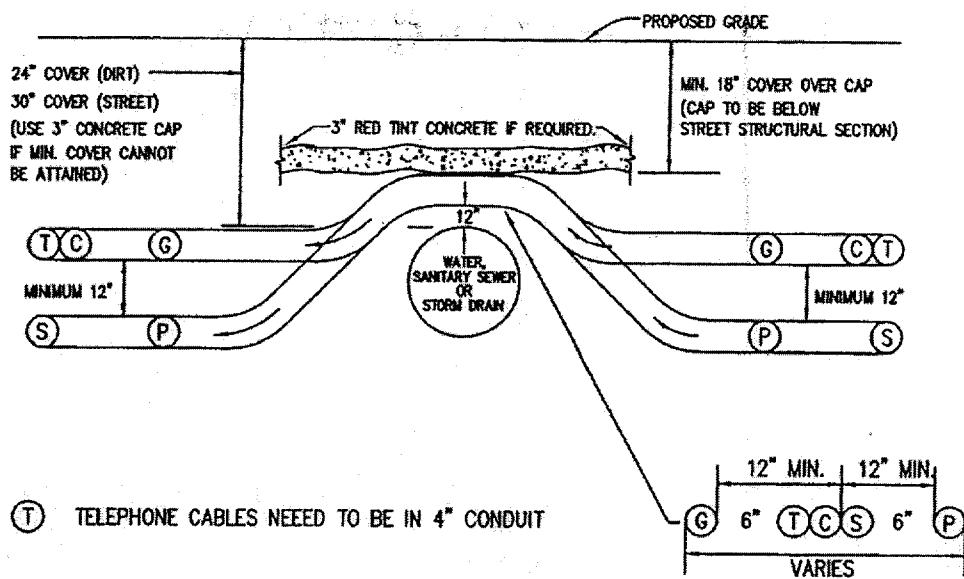
CSK#8

SCALE: 1"=40'
SHEET 8 OF 10

C+D JOB# 610019



JOINT TRENCH UNDER WATER, SANITARY SEWER OR STORM DRAIN
OPTIONAL METHOD



JOINT TRENCH OVER WATER, SANITARY SEWER OR STORM DRAIN
PREFERRED METHOD

24" SD AND JOINT TRENCH
CROSSING

NTS



Creegan + D'Angelo

INFRASTRUCTURE
ENGINEERS

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ADDENDUM #1

SHEET C4

CSK#9

C+D JOB# 610019

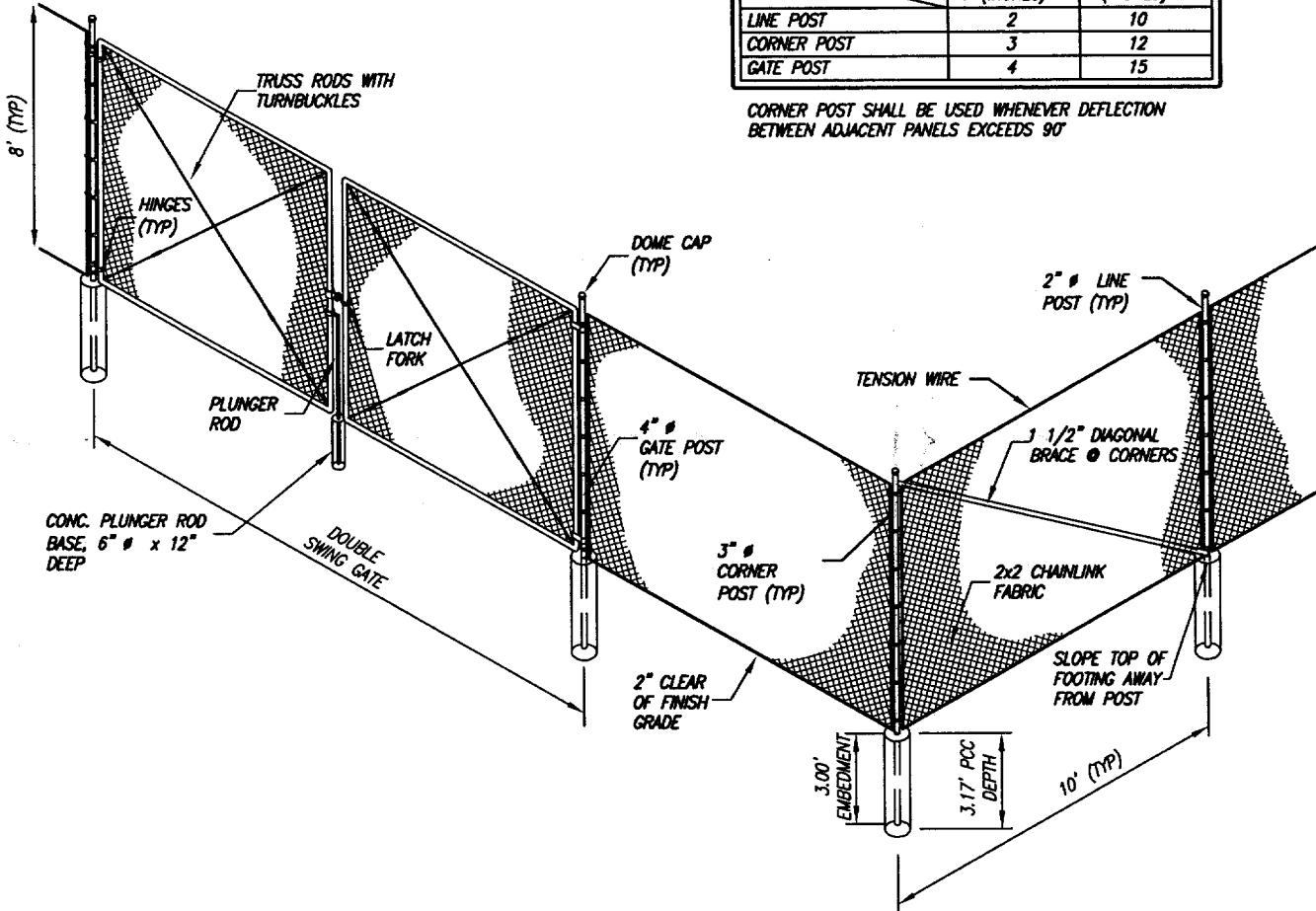
SCALE: 1"=40'

SHEET 9 OF 10

1

FENCE POST FOUNDATION		
	POST INSIDE # (INCHES)	FOOTING # (INCHES)
LINE POST	2	10
CORNER POST	3	12
GATE POST	4	15

CORNER POST SHALL BE USED WHENEVER DEFLECTION
BETWEEN ADJACENT PANELS EXCEEDS 90°



7

8' CHAINLINK FENCE

NTS



Creegan+D'Angelo

INFRASTRUCTURE
ENGINEERS

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Fairfield, CA 94534

Tel (707) 429-5300

Fax (707) 429-2086

www.cdengineers.com**ADDENDUM #1****SHEET C8****CSK•10**

SCALE: NTS

C+D JOB# 610019

SHEET 10 OF 10

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
39	Stripe – Detail 22	LF	1,320		
40	Pavement Markings – Arrows, Words	EA	4		
41	Street Lighting, includes conduit, wire and all pull boxes	EA	9		
42	Decomposed Granite	CY	80		
43	24-Inch Tree Box	EA	52		
44	5 Gallon Plant	EA	242		
45	15 Gallon Plant	EA	96		
46	Irrigation System, includes irrigation lines and control wiring	LS	1		
Total Bid:					

CITY OF FAIRFIELD STREET AND PEDESTRIAN LIGHTING RETROFIT PROJECT

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 5 of the General Provisions for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof. **The bidder shall note that he/she shall perform with his/her own organization at least 50% of the work with the remainder of the work performed by sub-contractors.**

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project and that portion of the work to be performed by the subcontractor is as follows:

<u>Subcontractor's Name and Address</u>	<u>Subcontr. License Number</u>	<u>Portion of Work or Item(s) of work to be performed</u>	<u>Percent of Total Contract</u>
1.			
2.			
3.			
4.			
5.			
6.			

Note: Attach additional sheets if required

ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the 5th day of April 2011, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and GHILOTTI CONSTRUCTION COMPANY, party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

VIKING LANE/MARKELEY LANE BYPASS

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Plans prepared for same by Creegan + D'Angelo
numbered C1 through L3.3
and dated February 2011
- b. Advertisement for Bids.
- c. The Accepted Bid, dated 3/11/2011
- d. Instructions to Bidders.
- e. Specifications consisting of:
 - 1) Specific Provisions.
 - 2) Special Provisions (including Technical Specifications).
 - 3) General Provisions.
 - 4) Addendum No.
- f. Performance Bond, dated April 13, 2011
- g. Labor and Material Bond, dated April 13, 2011.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within **60 calendar days** after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LD's) an amount equal to **Two Thousand Dollars (\$2,000)** for each calendar day or fraction thereof that expires after the time specified herein for the Contractor to complete the work and the facility or improvements are usable for its intended use. LD's shall apply cumulatively and shall be presumed to be damages suffered by the City resulting from delay in completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LD's shall not cover the cost to complete the work, damages resulting from defective work, costs of substitute facilities, or damages suffered by others who then seek to recover their damages from the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof).

III. CONTRACT SUM

- a. The City shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of section 6 of the General Provisions.

VIKING LANE/MARKELEY LANE BYPASS

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	Mobilization, including traffic control	LS	1	\$24,215.00	\$24,215.00
2	Demolition and Saw Cutting	LS	1	\$17,000.00	\$17,000.00
3	Clearing and Grubbing	LS	1	\$8,800.00	\$8,800.00
4	Earthwork – On Site Grading, Roadway Excavation and Backfill	CY	1,000	\$3.70	\$3,700.00
5	Earthwork - Export	CY	4,000	\$15.00	\$60,000.00
6	Earthwork – Non-expansive Import	CY	330	\$34.00	\$11,220.00
7	Roadway – Fine Grading	SF	70,000	\$.48	\$33,600.00
8	Cold Planing	LF	100	\$22.00	\$2,200.00
9	Road Stabilization Fabric	SY	5,500	\$1.30	\$7,150.00
10	Pavement Reinforcement Fabric	SY	410	\$1.20	\$492.00
11	Asphalt Concrete, includes overlay	TN	1,500	\$70.00	\$105,000.00
12	Aggregate Base, road base only	CY	2,690	\$42.00	\$112,980.00
13	Concrete Sidewalk, 4" thick on 4" Class 2 AB	SF	7,250	\$2.85	\$20,662.50
14	Concrete Commercial Driveway, includes Class 2 AB	SF	168	\$9.40	\$1,579.20
15	Grouted Cobble	SF	500	\$8.65	\$4,325.00
16	Concrete Curb and Gutter, includes Class 2 AB	LF	2,710	\$13.35	\$36,178.50
17	10" Concrete Median Curb	LF	370	\$20.00	\$7,400.00
18	Mow Curb/Band	LF	215	\$9.10	\$1,956.50
19	Concrete Curb Ramp, 4" thick on 4" Class 2 AB, truncated domes	EA	4	\$1,435.00	\$5,740.00
20	12" Storm Drain, includes excavation, bedding, pipe, backfill and recompaction	LF	44	\$45.00	\$1,980.00

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
21	15" Storm Drain, includes excavation, bedding, pipe, backfill and recompaction	LF	790	\$50.00	\$39,500.00
22	18" Storm Drain, includes excavation, bedding, pipe, backfill and recompaction	LF	673	\$55.00	\$37,015.00
23	24" Storm Drain, includes excavation, bedding, pipe, backfill and recompaction	LF	50	\$60.00	\$3,000.00
24	24" Storm Drain (Paved Area) - includes saw cutting, excavation, bedding, pipe, backfill and recompaction and repavement	LF	265	\$96.00	\$25,440.00
25	Connection of Storm Drain to existing Structure	EA	1	\$1,000.00	\$1,000.00
26	Storm Drain Curb Inlet	EA	6	\$1,900.00	\$11,400.00
27	Storm Drain Field Inlet	EA	2	\$1,385.00	\$2,770.00
28	Storm Drain Junction Box	EA	2	\$3,620.00	\$7,240.00
29	12" Water Line, includes excavation, bedding, pipe, backfill and recompaction	LF	1,345	\$52.00	\$69,940.00
30	Connection of Water Line to existing Water Main	EA	1	\$5,300.00	\$5,300.00
31	12" Gate Valve	EA	8	\$1,000.00	\$8,000.00
32	Water Blow Off Valve	EA	1	\$1,395.00	\$1,395.00
33	Fire Hydrant Assembly, includes 6" water connection to main	EA	3	\$5,315.00	\$15,945.00
34	Fencing – Gates, 14' Swing	EA	4	\$1,250.00	\$5,000.00
35	Fencing – 6' Chain Link	LF	1,290	\$15.30	\$19,737.00
36	Roadside Signs	EA	9	\$285.00	\$2,565.00
37	Delineators	EA	28	\$150.00	\$4,200.00
38	Stripe – 12" Solid White	LF	750	\$4.60	\$3,450.00

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
39	Stripe – Detail 22	LF	1,320	\$1.75	\$2,310.00
40	Pavement Markings – Arrows, Words	EA	4	\$175.00	\$700.00
41	Street Lighting, includes conduit, wire and all pull boxes	EA	9	\$5,475.00	\$49,275.00
42	Decomposed Granite	CY	80	\$184.00	\$14,720.00
43	24-Inch Tree Box	EA	52	\$300.00	\$15,600.00
44	5 Gallon Plant	EA	242	\$26.00	\$6,292.00
45	15 Gallon Plant	EA	96	\$94.00	\$9,024.00
46	Irrigation System, includes irrigation lines and control wiring	LS	1	\$43,150.00	\$43,150.00
47	Street Monuments	EA	5	\$275.00	\$1,375.00
48	Record of Survey	LS	1	\$1,500.00	\$1,500.00
49	Conduit (1" up to 4" diameter), includes excavation, bedding, pipe, backfill, & recompaction	LF	250	\$46.00	\$11,500.00
50	2" Gas Line, includes excavation, bedding, pipe, backfill, & recompaction	LF	100	\$34.00	\$3,400.00
51	Electrical Box, traffic rated #3 box and cover	EA	1	\$1,650.00	\$1,650.00
Total Bid:				\$889,571.70	

IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

V. WORKERS' COMPENSATION

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

ATTEST:

CITY OF FAIRFIELD

Arletta K. Cortright
City Clerk

By: Nancy J. Luce 62A
Mayor

Ghilotti Construction Company, Inc.
CONTRACTOR

By: _____ Richard W. Ghilotti
President
Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

- a. Class: A, C8, C12, C21, C42, HAZ
- b. Number: 644515
- c. Expiration Date: 5-31-12

FEI Number: 68-0273222

EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

Please complete the following: (To be complete by the department)

Department: _____ Date of Contract: _____

Authorized by Res. No.: _____ Contract Expiration Date: _____

Person Reviewing EDD Requirements: _____ Phone: _____

EDD REPORTING REQUIREMENTS. When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested:

BOX 1

NAME AND ADDRESS	
FULL NAME	Ghilotti Construction Company, Inc.
ADDRESS	2460 Ghilotti Avenue
CITY, STATE, ZIP	Santa Rosa, CA 95407

AND

BOX 2

X Box	TYPE OF BUSINESS	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
	SOLE PROPRIETORSHIP	
	PARTNERSHIP	
	LIMITED LIABILITY PARTNERSHIP	
X	CORPORATION	68-0273222
	LIMITED LIABILITY CORPORATION	
	NON-PROFIT CORPORATION	
	OTHER FORM OF ORGANIZATION	

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD